

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

CRICKET COMMUNICATIONS, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 3:13-00746
	)	
MOBILE WAREHOUSE, LLC,	)	JUDGE TRAUGER
FAIZA PIRANI, BARKAT PIRANI,	)	
ABDUL KARIM NOORUDDIN, and	)	
SALIMA MAWANI,	)	
	)	
Defendants.	)	

**AGREED PERMANENT INJUNCTION AND ORDER OF DISMISSAL**

This matter is before the Court upon the agreement of the Parties, as evidenced by their signatures below. Based upon the agreement of the parties, the Court hereby ORDER as follows:

1. This is an action permanent injunction to prevent Defendants Mobile Warehouse LLC, Faiza Pirani, Barkat Pirani, Abdul Karim Nooruddin, and Salima Mawani; Mobile Warehouse's owners, shareholders, members, officers, partners, and directors ("Affiliated Persons") and any entity in which an Affiliated Person owns an interest ("Affiliated Entity"); Mobile Warehouse's principals, officers, directors, employees, agents, and any successor entity; and all persons acting in concert with or in active participation with them, from violating Mobile Warehouse LLC's Dealer Agreement and Amendments thereto ("Dealer Agreement") with Cricket, in which it was agreed, among other things, that Mobile Warehouse would not compete with Cricket or solicit, divert, or attempt to divert Cricket's customers for a period of six months following termination of the agreement.

2. Defendants Mobile Warehouse, Faiza Pirani, Barkat Pirani, Abdul Nooruddin, and Salima Mawani; Mobile Warehouse's Affiliated Persons and Affiliated Entities; Mobile Warehouse's principals, officers, directors, employees, agents, successor entities; and all persons acting in concert or in active participation with them from are hereby ENJOINED from violating the non-compete provision, Section 8(g) of the Dealer Agreement; the non-diversion provision, Section 8(a) of the Dealer Agreement; the exclusivity provision; the confidentiality provisions and other obligations owed to Cricket.

3. For a period of six months starting July 30, 2013, Defendants Mobile Warehouse, Faiza Pirani, Barkat Pirani, Abdul Nooruddin, and Salima Mawani; Mobile Warehouse's Affiliated Persons and Affiliated Entities; Mobile Warehouse's principals, officers, directors, employees, agents, successor entities; and all persons acting in concert or in active participation with them from are ENJOINED from, directly or indirectly:

(a) soliciting, diverting or attempting to divert Cricket's customers in violation of Section 8(a) of the Dealer Agreement; and

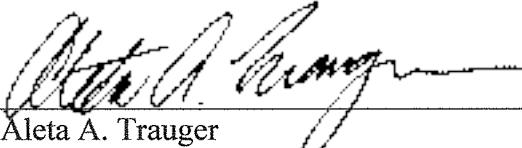
(b) at any of the former Cricket stores operated by Mobile Warehouse (identified above) and within two miles of those stores, engaging or participating in, or acquiring, managing, operating, controlling or participating in the management, operation or control of any entity that engages in the business of the sale, resale, or distribution of any wireless telephone or wireless internet data service (including, without limitation, any other wireless phone, or wireless internet service, or service plan that offers unlimited local and/or long distance calls and/or unlimited wireless internet service for a flat price) in violation of Section 8(g) of the Dealer Agreement.

4. Pursuant Section 8(a) and 8(g) of the Dealer Agreement and the Court's prior order, this permanent injunction is in force for six months from the date of the Court's Temporary Restraining Order, which was entered on July 30, 2013.

5. Pursuant to Section 8(i) of the Dealer Agreement, Cricket is not required to post a bond.

6. The Court is advised that the Parties have otherwise resolved their disputes, this Permanent Injunction being a stipulation to the resolution of the action. As a result, based upon the agreement of the Parties, the Court hereby DISMISSES this action with prejudice. The Court, however, will retain jurisdiction over any violations of this Permanent Injunction.

DATED: 8/20/2013

  
\_\_\_\_\_  
Hon. Aleta A. Trauger  
Judge, United States District Court  
Middle District of Tennessee

HAVE SEEN AND AGREED TO:

*s/ Russell B. Morgan*

Russell B. Morgan (No. 20218)

Joshua J. Phillips (No. 25636)

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*Attorneys for Cricket Communications, Inc.*

MOBILE WAREHOUSE, LLC

By: 

Its: MOBILE WAREHOUSE LLC 8/16/13.